

Amended

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THE STATE OF TEXAS DEC-29-73 KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS

THAT, WHEREAS by that certain instrument designated as Declaration of Covenants, Conditions and Restrictions, executed by Eden Corporation, a Texas Corporation, hereinafter referred to as Eden, on June 21, 1977 and recorded in the Office of Harris County Clerk under File No. F197397, Deed Records of Harris County, Texas those certain tracts and parcels therein described and referred to as:

All the lots in Kenswick, Section I, Subdivision, Harris county, Texas, according to the Map or Plat thereof recorded in Volume 252, Page 1, in the Map Records of Harris County, Texas:

See

Lots One (1) through Thirty-Seven (37), inclusive, Block One (1); Lots One (1) through Twenty (20), inclusive, Block Two (2); Lots One (1) through Twenty-Five (25), inclusive, Block Three (3); Lots One (1) through Eleven (11), inclusive, Block Four (4); Lots One (1) through Twenty-Two (22), inclusive, Block Five (5); Lots One (1) through Thirty-One (31), inclusive, Block Six (6); Lots One (1) through Sixty-Nine (69), inclusive, Block Seven (7).

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WHEREAS, Article III, Section 11, provides:

Article III, Section 11. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls, or fence shall be erected or maintained nearer to the front Lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall or hedge shall be more than eight (8) feet high.

and further,

WHEREAS, Article VI, Section 3 provides:

Section 3. Rate of assessment. The maintenance charge and/or assessment will be paid by the Owner of each Lot as set forth under Witnesseth on Page 1, within Kenswick Subdivision, in monthly installments, commencing on the first day of the month following conveyance of the property to a homeowner. For the first year of ownership or any fraction thereof of the first year the assessment shall be the number of months the lot has been occupied by a homeowner times the monthly assessment rate payable on January 1 for the preceeding first year or fraction of the first year. After the first year the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1 of the specific year for the preceeding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Association, as the needs of the subdivision may, in the judgement of the Association, require.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY, BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
THE STATE OF TEXAS }
COUNTY OF HARRIS }
The above is a full, true, and correct photographic copy of the original record now in my lawful custody and possession, as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon. I hereby certify on

JUL 31 1990



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS
By *[Signature]*
Deputy

SUSAN L. McPHERSON

provided that such assessment will be uniform and in no event will such assessment or charge exceed \$10.00 per Lot per month, or \$120.00 per Lot per year, unless increased as provided below. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

WHEREAS, it is the desire of the Kenswick Homeowners' Association and Eden Corporation, to amend the said Article III, Section 11, and Article VI, Section 3, by execution of this Amendment, which Amendment will be controlling where inconsistent with such Declaration of Covenants, Conditions and Restrictions dated June 21, 1977.

NOW THEREFORE, the Kenswick Homeowners' Association and Eden Corporation, jointly, hereby adopts, establishes, and imposes upon those above described lots and declares the following reservations, restrictions, covenants, and conditions, applicable thereto, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the land, which reservations shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest therein, or any part thereof, and shall inure to the benefit of each owner thereof, and which shall supercede and be controlling over any previously executed and recorded, restrictions, covenants, and conditions:

Article III, Section 11. Walls, fences and hedges. No hedge in excess of three (3) feet in height, walls or fence shall be erected or maintained nearer to the front lot line than the walls of the dwelling existing on such lot. No side or rear fence, wall, or hedge shall be more than eight (8) feet high. No fence shall be installed upon the properties until the plans have been submitted to and approved in writing by the Architectural Control Committee.

Section 3. Rate of Assessment. The maintenance charge and/or assessment will be paid by the Owner of each lot as set forth under Witnesseth on Page 1, within Kenswick subdivision, in monthly installments, commencing on the first day of the month following conveyance of the property to a homeowner. However, the amount of such maintenance charge and/or assessment shall, anything to the contrary notwithstanding, be chargeable and payable by the owner or owners of any Lot at one-half (1/2) the rate assessed to Homeowners until completion and occupancy of a permanent structure thereon by a Homeowner.

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.
(THE STATE OF TEXAS)
COUNTY OF HARRIS }

The above is a full, true, and correct photographic copy of the original record and is in my lawful custody and possession as the same is recorded in the Official Public Records of Real Property in my office and Preserved on Microfilm, and having Microfilm Identification Number as stamped thereon, I hereby certify on

JUL 31 1990

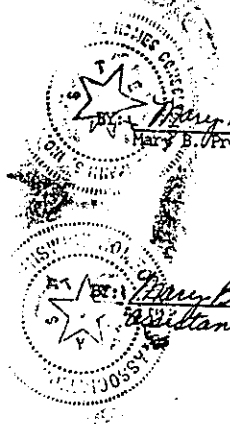


ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS
By *[Signature]*
Deputy

SUSAN L. McPHERSON

Upon completion and occupancy the assessment for the first year of ownership or any fraction thereof shall be the number of months the lot has been occupied by a homeowner times the monthly assessment rate payable on January 1 for the preceeding first year or fraction of the first year. After the first year the maintenance charge will be collected annually in the amount of the annual assessment; payable on January 1 of the specific year for the preceding year. The rate at which each Lot will be assessed will be determined annually, and may be adjusted from year to year by the Board of Directors as the needs of the subdivision may, in the judgement of the Board of Directors, require; provided that such assessment will be uniform and in no event will such assessment or charge exceed \$10.00 per Lot per month, or \$120.00 per Lot per year, unless increased as provided in Section 4. The Association can collect special assessments as well as annual charges above described whenever the members so vote.

Executed this 30th day of November, 1978



Mary B. Prevatte
Mary B. Prevatte, Ass't. Sec.

GENERAL HOMES CONSOLIDATED COMPANIES, INC.,
dba EDEN CORPORATION

BY: S. H. Yager
S. H. Yager, Vice President

KENSWICK HOMEOWNERS' ASSOCIATION

BY: Kenneth Belanger
Kenneth Belanger, President

(3)
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THE STATE OF TEXAS }
COUNTY OF HARRIS }

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JUL 31 1990



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By: Susan L. McPherson
Deputy

SUSAN L. MCPHERSON

THE STATE OF TEXAS

COUNTY OF FORT BEND

116-84-1551

BEFORE ME, the undersigned authority, on this day personally appeared Sam H. Yager, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of November, 1978.

Ande Hugg
Notary Public
in and for Fort Bend County, Texas

My Commission Expires Nov 17, 1980

THE STATE OF TEXAS

COUNTY OF FORT BEND

BEFORE ME, the undersigned authority, on this day personally appeared Kenneth Belanger, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 30 day of November,



Ande Hugg
Notary Public
in and for Fort Bend County, Texas

My Commission Expires Nov 17, 1980

DEC 10 1978
FBI
REC'D
FBI



Return to:
Eden Corporation
4434 Bluebonnet
Stafford, Texas 77477

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THE STATE OF TEXAS
COUNTY OF HARRIS

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JUL 31 1980



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By Susan L. McPherson
Deputy

SUSAN L. McPHERSON

116-84-1555

FILED
DEC 29 9 00 AM 1978
COUNTY CLERK
HARRIS COUNTY, TEXAS

STATE OF TEXAS
COUNTY OF HARRIS
I hereby certify that this instrument was FILED in
the Number Sequence on the date and at the time stamped
hereon by me and was duly RECORDED, in the Official
Public Records of Real Property of Harris County, Texas on

DEC 29 1978



Peter Santora
COUNTY CLERK,
HARRIS COUNTY, TEXAS

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PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I, the undersigned, do hereby certify that the above is a full, true, and correct photographic copy of the original record
now in my lawful custody and possession, as the same is recorded in the
Official Public Records of Real Property in my office and Preserved
on Microfilm, and having Microfilm Identification Number as stamped
thereon. I hereby certify on

JUL 31 1980



ANITA RODEHEAVER
COUNTY CLERK
HARRIS COUNTY, TEXAS

By *Susan L. McPherson*
Deputy

SUSAN L. McPHERSON

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